#### THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

## <u>AGENDA</u>

Council Chambers - 11 Birch Lake Road, Massey

#### REGULAR MEETING

JULY 9, 2025; 6:30 p.m.

We begin this meeting by acknowledging that we are on land that has been inhabited by Anishnawbek Nations. We would like to acknowledge that the land on which we gather is the traditional territory of the Sagamok Anishnawbek and we would like to give thanks for sharing this land.

## DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

#### **DELEGATIONS:**

## **PUBLIC MEETINGS:**

#### **CONSENT AGENDA** – Resolution to approve the following agenda items:

A1- Accounts- BE IT RESOLVED THAT the attached cheque register for the month of June 2025 in the amount of \$770,952.18 be approved as paid.

(For the purpose of convenience and for expediting the meeting, matters of repetitive or routine nature are included in the Consent Agenda and are voted on collectively. A Member of Council may request an Item to be singled out from the Consent Agenda to allow debate while all other Items remaining are voted on collectively. Each Item contained in the Consent Agenda is recorded separately in the minutes of the meeting.)

#### **REGULAR AGENDA**

## ACTION

A A2 A3	GENERAL GOVERNMENT Canada Day Celebrations Acknowledgement RBC Annual Review	Resolution Resolution
<b>B</b> B1 B2 B3 B4	<b>PROTECTION TO PERSONS AND PROPERTY</b> RFP- Animal Control Services Public Information Officer Resignation Fire Prevention Officer Resignation M&L Supply Fire & Safety Payment- Bunker Gear	Resolution Resolution Resolution Resolution
<b>C</b> C1	<b>PUBLIC WORKS</b> Public Works Committee Meeting Minutes- July 2, 2024	Resolution
<b>D</b> D1	<b>ENVIRONMENT, HEALTH AND WELFARE</b> Doctor Kia-Housing Support Request	Discussion
<b>E</b> E1	<b>RECREATION, TOURISM AND CULTURE</b> Parks & Recreation Committee Appointment- K. Stresman	Resolution
F	PLANNING	
<b>G</b> G1 G2 G3	<b>BYLAWS</b> Bylaw 2025-41- Septage Receiving Policy Bylaw 2025-42- Repeal Bylaw 2018-10 Fire Prevention Officer Bylaw 2025-43- Confirm Proceedings of Council	Resolution Resolution Resolution

## **CLOSED SESSION**

## **OTHER BUSINESS**

## Township of Sables-Spanish Rivers Accounts Payable Cheque Register Report - Payroll & AP-1009588

For The Date Range From 6/01/25 To 6/30/25

For All Vendors And For Outstanding, Cleared, Voided Cheques - Computer Generated, Hand Written, eCheque

Cheque # / eCheque ID	Туре	Date	Vendor	Name	Amount	Status
26696	С	6/10/25	199	Minister of Finance	\$5,701.80	0
26697	С	6/24/25	558	Fraternal Order of Eagles - Aerie 4269 - Hall Rental - TSS R	Secto \$100.00	о
26698	С	6/24/25	35	Massey Home Hardware	\$400.49	0
26699	С	6/24/25	199	Minister of Finance	\$259.90	ο
26700	С	6/24/25	734	Poirier's Clover Farm	\$81.15	ο
26701	С	6/24/25	51	Sonnenburg Rona Building Centre	\$633.34	ο
26702	С	6/24/25	784	Rose Llynn Martin	\$2,383.12	ο
26703	С	6/24/25	726	Walford Community Club Refresh gman 2 to Has	> \$150.00	0
26704	С	6/27/25	316	Walford Community Club Refresh under Store Age Friendlin Friendlin Friendlin Friendlin Friendlin Friendlin	\$200.00	0
5508	Ε	6/05/25	552	OMERS	\$20,405.42	о
6509	Ε	6/10/25	878	7Bells Welding & Mechanical Services Ltd	\$2,173.04	ο
6510	Е	6/10/25	908	Alanna Moffatt - Training Lab tech	\$250.70	о
6511	Е	6/10/25	667	881683 Ontario Inc.	\$113.00	ο
512	Е	6/1 <b>0/2</b> 5	780	Anne Size - training lab lech	\$401.12	ο
6513	Е	6/10/25	655	ANP Office Supply	\$107.12	ο
5514	Е	6/10/25	724	Cassandra Goodchild Meals & Fuel while water Cedar Signs Inc. Confinence in Timming	\$97.96	ο
515	Е	6/10/25	789	Centron and Manager	\$140.70	ο
516	Е	6/10/25	113	Culligan	\$86.50	ο
517	Е	6/10/25	85	Manitoulin-Sudbury DSSAB	\$63,987.17	0
518	E	6/10/25	62	Town of Espanola	\$4,370.36	0
6519	Е	6/10/25	642	Gallagher Benefit Services Group, Inc.	\$1,983.15	ο
520	Е	6/10/25	49	GFL Environmental Inc.	\$32,658.45	ο
521	Е	6/10/25	907	Hunter Chartrand Wel - & Wath Bay - Waja	\$139.91	ο
522	Е	6/10/25	26	Huron Central Railway M2142	\$1,097.00	ο
523	Е	6/10/25	190	Jim's Portable Toilets & Septic Service	\$291.14	ο
524	Е	6/10/25	906	JJ Fire Service LTD - parts for pomp repair	\$1,256.56	ο
525	Е	6/10/25	704	John Van Norman	\$840.00	о
526	Е	6/10/25	557	K. Smart Associates Limited	\$70.63	ο
527	Е	6/10/25	209	M & L Supply	\$7,137.82	0
528	Е	6/10/25	37	McDougall Energy	\$6,698.89	о
529	Е	6/10/25	65	NAPA Espanola	\$446.78	ο
6530	Е	6/10/25	79	Northern Communications	\$916.44	ο
5531	Е	6/10/25	544	N-two Medical Inc.	\$28.19	ο
5532	E	6/10/25	241	Odenback's Outdoor Contracting	\$2,079.36	о
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## Accounts Payable Cheque Register Report - Payroll & AP-1009588

For The Date Range From 6/01/25 To 6/30/25

For All Vendors And For Outstanding, Cleared, Voided Cheques - Computer Generated, Hand Written, eCheque

Cheque # / eCheque ID	Туре	Date	Vendor	Name	Amount	Status
5534	E	6/10/25	620	PINCHIN Ltd.	\$11,223.50	0
5535	Е	6/10/25	245	Pollard Distribution Inc	\$36,898.05	0
6536	Е	6/10/25	171	PSD Citywide Inc.	\$6,864.75	0
6537	Е	6/10/25	84	Public Health Sudbury & Districts	\$16,211.15	0
6538	E	6/10/25	664	Rejean Rousseau -Vision Care for RJ, Spo 7 2021 duer	\$800.00 ¢	0
6539	Е	6/10/25	905	Reliable Maintenance Products	\$1,546.13	0
6540	Е	6/10/25	705	RICOH	\$408.74	0
6541	Е	6/10/25	587	TELUS Health Solutions	\$1,708.56	0
6542	Е	6/10/25	262	Trail Side Sports	\$55.19	Ο
6543	Е	6/10/25	105	Weaver Simmons LLP	\$194.93	0
6544	Е	6/13/25	106	The Beer Store	\$1,756.81	0
6545	Е	6/23/25	253	McQuarrie Motors	\$81,493.43	0
6546	Е	6/24/25	908	Alanna Moffatt - Lab tech training	\$451.26	0
6547	E	6/24/25	883	Alexander Stewart - Vision Care and reimbu Hog foll-Road Sch	\$235.32	0
6548	E	6/24/25	305	Around & About	\$452.00	0
6549	Е	6/24/25	242	Battlefield Equipment Rentals	\$4,788.83	0
6550	Е	6/24/25	730	Brandt Tractor Ltd.	\$4,483.27	0
6551	E	6/24/25	30	J. Breen Coffee Service Ltd	\$50.80	ο
6552	E	6/24/25	22	Espanola Regional Hydro	\$7,888.38	0
6553	Е	6/24/25	213	EXP Services Inc.	\$158.20	0
6554	Е	6/24/25	24	Garnet's Rental	\$126.38	0
6555	Е	6/24/25	853	James Lathem Excavating Ltd	\$110,092.98	0
6556	Е	6/24/25	29	Janeway PharmaChoice	\$45.08	0
6557	Е	6/24/25	846	Jeff Lapierre	\$109.00	0
6558	Е	6/24/25	37	McDougall Energy	\$4,279.76	0
6559	Е	6/24/25	65	NAPA Espanola	\$753.54	0
6560	Е	6/24/25	909	Northern Painting Solutions	\$1,766.12	0
6561	Е	6/24/25	42	Northem Uniform Service	\$30.61	0
6562	Е	6/24/25	193	Ontario Clean Water Agency	\$7,448.91	0
6563	Е	6/24/25	245	Pollard Distribution Inc	\$61,827.57	0
6564	E	6/24/25	905	Reliable Maintenance Products	\$192.41	о
6565	Е	6/24/25	466	Stericycle Inc	\$604.49	0
6566	Е	6/24/25	195	Toromont Industries Ltd.	\$227.64	ο
6567	Е	6/24/25	67	Walford Truck-N-Tractor	\$429.12	о
6568	Е	6/27/25	172	Conseil Scolaire Catholique du Nouvel-Ontario	\$6,180.10	ο

## Township of Sables-Spanish Rivers Accounts Payable Cheque Register Report - Payroll & AP-1009588 For The Date Range From 6/01/25 To 6/30/25

For All Vendors And For Outstanding, Cleared, Voided Cheques - Computer Generated, Hand Written, eCheque

Cheque # / eCheque ID	Туре	Date	Vendor	Name	Amount	Status
6569	E	6/27/25	173	Conseil Scolaire du district du Grand Nord	\$260.50	0
6570	Е	6/27/25	175	Huron-Superior Catholic District School Board	\$20,781.94	о
6571	Е	6/27/25	174	Rainbow District School Board	\$129,694.59	о
6572	Е	6/30/25	704	John Van Norman	\$546.00	0
6573	Е	6/30/25	555	Lynda Goodchild	\$723.20	ο
6574	Е	6/30/25	904	Paige Perron	\$1,000.00	о
6575	Е	6/30/25	86	Sun Life Assurance Company	\$11,157.47	ο
Bell Canada	Е	6/10/25	10	Bell Canada	\$1,171.51	о
Bell Canada	Е	6/24/25	10	Bell Canada	\$91.53	ο
Bell Mobility	Е	6/10/25	11	Bell Mobility	\$431.27	ο
Brandt Tractor Ltd.	Е	6/16/25	730	Brandt Tractor Ltd.	\$2,800.86	0
EASTLINK	Е	6/10/25	520	EASTLINK	\$48.73	о
EASTLINK	Е	6/24/25	520	EASTLINK	\$753.16	0
Hydro One	Е	6/10/25	71	Hydro One	\$1,566.28	ο
Hydro One	Е	6/24/25	71	Hydro One	\$455.99	о
Minister of Finance - EHT	Е	6/05/25	6	Minister of Finance - EHT	\$2,380.65	ο
Ontario Clean Water Agency	Е	6/10/25	193	Ontario Clean Water Agency	\$23,407.08	0
Receiver General	Е	6/05/25	4	Receiver General	\$17,980.37	0
Receiver General	Е	6/19/25	4	Receiver General	\$19,032.12	ο
Royal Bank - GFS Service Centre	Е	6/05/25	52	Royal Bank - GFS Service Centre	\$331.76	0
				-		

Cleared	\$0.00
Outstanding	\$770,952.18

\$0.00

Void

## **COUNCIL REPORT**

COUNCIL MEETING:	July 9, 2025
AGENDA GROUP:	A
DEPARTMENT:	Finance
AUTHOR:	Ruth Clare, Treasurer
SUBJECT:	<b>RBC Annual Review</b>



## BACKGROUND:

On May 8, 2025, the Treasurer met with RBC Royal Bank for the annual service review. No issues or concerns were raised. The Treasurer recommends increasing the total credit card facility from \$30,000 to \$50,000. This expanded limit does not immediately adjust individual cardholder limits but provides flexibility for future needs as operational costs rise (e.g., supplies, travel, conference registration, meals, etc). Individual cardholder limits may be reviewed with the Treasurer, Clerk and Council in the future.

All other existing terms of the original banking agreement remain unchanged.

## **RELATED POLICY:**

Bylaw 2011-29 – Appointing a Financial Institution, amended by Bylaw 2021-47

## STRATEGIC PLAN:

Goal 5 – Effective municipal governance and operations. Strategic Direction - Focus on enhanced communication with residents and promote transparency of municipal operations. Action Item – N/A

## **BUDGET IMPLICATION:**

This credit card facility is strictly a purchasing tool, and it doesn't change or affect the established budget limits. It simply provides a higher available ceiling (\$50,000 vs. \$30,000) for legitimate, approved expenses. As long as purchases align with existing budget allocations and spending controls, overall budget outcomes remain unchanged.

## **RECOMMENDATION(S)/OPTIONS:**

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers approves increasing the total credit card facility with RBC Royal Bank from \$30,000 to \$50,000.

AND THAT The Treasurer is authorized to execute all necessary documentation and liaise with RBC Royal Bank to implement this change.

## ATTACHMENTS:

Private and Confidential – Credit Facilities Review

## Township of Sables-Spanish Rivers COUNCIL REPORT

COUNCIL MEETING:July 9th, 2025AGENDA GROUP:ADEPARTMENT:AdministrationAUTHOR(S):Amanda St. Michel, Deputy ClerkSUBJECT:RFP- Animal Control Services



## BACKGROUND:

On January 8<sup>th</sup>, 2025, Council passed Bylaw 2025-04 to enter into an agreement with Wenrick Kennels for Animal Control Services, the agreement is set to expire on December 31<sup>st</sup>, 2025.

On May 28<sup>th</sup>, 2025, Council directed the Clerk to release a Request for Proposals (RFP) for Animal Control Services. The RFP was released on May 30<sup>th</sup> and closed June 27<sup>th</sup>, 2025, and circulated to 5 entities directly, it was also advertised in the Around & About and on the township website. One submission from Wenrick Kennels Inc. has been received and is attached for Council review.

## **RELATED POLICY:**

- Bylaw 2025-04 Agreement with Wenrick Kennels for Animal Control Services
- Bylaw 2025-23 Animal Control Bylaw

## STRATEGIC PLAN:

*Goal 1:* Effective Municipal Governance & Operations *Strategic Direction:* Review existing policies, bylaws and agreements to ensure efficiency of department operations. *Action Item:* NA.

## **BUDGET IMPLICATION:**

Animal Control Services are accounted for within the municipal operating budget, the 2025 budget for this service was \$24,639.00.

## **RECOMMENDATION(S)/OPTIONS:**

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers accepts the proposal from Wenrick Kennels Inc, Rainbow District Animal Services to provide Animal Control Services commencing January 1, 2026;

AND THAT the Clerk be directed to prepare a bylaw for the August 13, 2025 Council meeting to enter into an agreement for animal control services.

## ATTACHMENTS:

- RFP Summary Report and proposal review
- Wenrick Kennels Inc, Rainbow District Animal Services- RFP Proposal
- Animal Control Services RFP as advertised



## REP SUMMARY-ANIMAL CONTROL SERVICES

Supply of Animal Control Services 2026-2028				
Supplier Quote				
Wenrick Kennels Inc, Rainbow District Animal Services	\$30,000 for year 1, to be adjusted annually by the change of CPI			

RFPs were to be submitted by 11:00 a.m. on June 27, 2025; and the above summary was compiled for Council information.

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Amanda St. Michel, Deputy Clerk

Ruth Clare, Treasurer



# RFP REVIEW- ANIMAL CONTROL SERVICES Service Provider: Wenrick Kennels Inc, Rainbow District Animal Services RFP Eligibility Criteria Compliance/Other Considerations Lump sum price provided for services for Year 1 of the contract, covering one full calendar year, price Complies Year 1 cost- \$30,000, excluding HST, to be adjusted annually by the Year 1 cost- \$30,000, excluding HST, to be adjusted annually by the

RFP Eligibility Criteria	Compliance/Other Considerations
Lump sum price provided for services for Year 1 of the	Complies
contract, covering one full calendar year, price	Year 1 cost- \$30,000, excluding HST, to be adjusted annually by the
adjustments to be noted as effective on the anniversary	change in CPI.
of the contract. HST to be itemized separately	
Proof of access to a pound facility, constructed in	Complies
accordance with the Animals for Research Act, 1990 &	Owns a facility located at 411 St. Agnes St west, Azilda ON, P0M 1B0.
approved by OMAFRA	Pounds Inspection Report from OMAFRA submitted with proposal.
Outlined methods utilized for euthanasia of dogs and cats	Complies
	Method included in the proposal- lethal injection as approved by OMAFRA.
Proof of \$5,000,000 liability insurance (to be included in	Complies
final contract)	Certificate of insurance provided with proposal.
Proof of Auto Insurance in the amount of \$2,000,000	Complies
	Certificate of insurance provided with proposal.
Valid WSIB clearance certificate	Complies
	Certificate of insurance provided with proposal.
Minimum of 5 years of law enforcement experience is	Complies
preferred	Over 5 years of experience.
Outlines the number of personnel employed by or	Complies
assisting the agency and their experience relevant to	Outline of employees, their qualifications and experience provided in the
animal control	proposal.
Other Considerations	
References submitted (2 requested)	References not included in the proposal
Ability to commit to the term as outlined (2 years,	Yes- not stated otherwise.
possibility of 3 year extension dependent on mutual	
agreement)	
Compliance with the RFP process	Yes-generally complied.



## Section 4 Form of Tender

I/We, the Undersigned, having examined this Request for Proposals, do hereby offer to enter into an Agreement with the Township of Sables-Spanish Rivers to provide <u>Animal Control Services</u> under the terms as included in this RFP and Proposal.

under the terms as meraded in this first and respond.
I, We RICHARDH- PAQUETTE MANAGER
(Name-Print) (Position) (Position)
of <u>NENRICK KENNELS THE</u> RAINBOW DISTRICT " (Company Name) ANIMA / SERVICES
Dated at Azīlda this 26 day of JUNE , 2025
Revette
AUTHORIZED-SIGNATURE
411 Staques St W.
STREET ADDRESS
Azilda av PontiBO
CITY PROVINCE POSTAL CODE
7056733647 7059835147 RIPARVETTER DY LAW BEMATEDADDRESS AW
SMAIL. com

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No.

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Proponent and Township of Sables-Spanish Rivers, and hereby certifies

that the information supplied in this tender proposal to be true and complete in all respects.



2025 RFP Animal Control Services



## Wenrick Kennels Inc, response to:

The Corporation of the Township of Sables-Spanish Rivers Request for Proposal (RFP) Animal Control Services Issue Date: Friday, May 30, 2025 Closing Date: Friday, June 27, 2025

## **Total Proposal Price**

The Proponent shall provide a lump sum price to perform the services for Year 1 of the contract, covering one full calendar year, with any price adjustments to be noted as effective on the anniversary of the contract. HST is to be itemized separately.

## \$30,000 adjusted annually by the change in the CPI

## **Section 2 Minimum Specifications & Requirements**

•Proof of access to a pound facility constructed to standards in accordance with Regulations under the Animals for Research Act, R.S.O. 1990 and approved by the Ontario Ministry of Agriculture, Food and Rural Affairs.

Wenrick Kennels / Rainbow District Animal Shelter 411 St Agnes St West, Azilda ON P0M 1B0

See most recent inspection report, September 13<sup>th</sup>, 2022

RDAC - OMAFRA - 22.pdf

• Outline the method utilized for euthanasia of dogs and cats.

Lethal Injection as approved by OMAFRA; see most recent inspection report.

RDAC - OMAFRA - 22.pdf

• Proof of \$5,000,000 liability insurance (final contract shall include the Township of Sables- Spanish Rivers as an additional insured)

See: COI - Township of Sables Spanish River.DOC

Page 1 of 3



• Proof of Auto Insurance in the amount of \$2,000.000.

Intact Policy # 791413207 - \$3,000,000.

See: COI - Evidence of Insurance.DOC

Note, our fleet of vehicles includes 2 vehicles, the 2017 Nissan Frontier and 2024 Toyota Tundra, which are marked and dedicated to field work. There are three other vehicles in our fleet including a 2011 Titian, a 2022 Honda Odyssey and a 2024 Ford Bronco which can be outfitted for Animal Control work if needed.

• A valid WSIB clearance certificate.

See: WSIBClearanceCertificate - Wenrick Kennels Inc - Aug 19th 2025

• A minimum of five years of law enforcement experience is preferred.

RDAS has close to 40 years of direct organizational experience and over 70 years of combined staff experience in the delivery of Animal Services and By-Law Enforcement.

RDAS currently provides various levels of service for both dogs and cats in 10 other small Municipalities and First Nation communities across the "Rainbow District". RDAS provides full By-Law Enforcement, including Property Standards for the Township of the Narin and Hyman, The Township of Baldwin, The Township of Sables Spanish Rivers, and provides Animal Control Service in the balance.

• Shall indicate the number of personnel employed by or assisting the agency/candidate and their experience relevant to animal control.

RDAS has made significant investments in certification and training. Richard L. Paquette, our Chief Officer, an Animal Control Officer for over 30 years, is a Certified Municipal Law Enforcement Officer (C) by the Municipal Law Enforcement Officers Association of Ontario (MLEOA) and will receive their Long Service Medal for this milestone at their Annual Conference this September.

Officer Lindsay McKay, our shelter manager has served in this position for over 25 years. Lindsay has participated in several training programs including Canine Behaviour 105 – Canine Temperament Assessment at Georgian College.

Page 2 of 3



Officer Sheri Roy who recently rejoined our team has completed The MLEOA Part One Foundations Course and will be working towards her Certification over the coming years.

Officer Kylen Bleach started full time at RDAS in January and has completed her shelter attendant training and continues her training in clerical roles and field work.

Officer Melissa Moreau continues part time at RDAS while working towards her Diploma in Veterinary Assistant at College Boreal.

Richard M. Paquette who has been an animal control officer since 1986 continues to offer supervision, guidance, logistical and clerical support to the operation.

RDAS employs between 4 and 8 additional part time staff to attend to the animals in the shelter.



## The Corporation of the Township of Sables-Spanish Rivers <u>Request for Proposal (RFP)</u>

## **Animal Control Services**

Issue Date: Friday, May 30, 2025 Closing Date: Friday, June 27, 2025 Closing Time: 11:00 am

Contact: Anne Whalen - Clerk-Administrator

11 Birch Lake Rd Massey Ontario P0P 1P0 T: 705-865-2646 F: 705-865-2736 Email: <u>inquiries@sables-spanish.ca</u>



## Section 1 Introduction and General Instructions

## **1.01 Introduction**

The Township of Sables-Spanish Rivers (referred to herein as 'the Township') is inviting Proposals from qualified proponents for Animal Control Services. The term of the agreement shall be two (2) years, commencing January 1, 2026, with possibility of extension for a further three (3) years. This Request for Proposals document and any other applicable attachments or addenda are available in PDF format through the Township of Sables-Spanish Rivers' website at <u>www.sables-spanish.ca</u>.

## **1.02 Submission of Proposals**

Proposals shall be submitted in the form and format specified in Sections 2 and 3 and shall include the completed Form of Tender included as Section 4 at the end of this document. A designated signing officer authorized to bind the proponent to the provisions of their Proposal must sign the Form of Tender. Any addenda issued by the Township in accordance with Subsection 1.06 must be acknowledged by the proponent on the Form of Tender. Each proponent is asked to submit one (1) hard copy **OR** one (1) electronic copy of their Proposal. All Proposals must be signed, sealed, the envelope marked with the Proponent's name and the Project Name and received by:

The Township of Sables-Spanish Rivers 11 Birch Lake Road Massey, ON POP 1P0 Or email to: <u>inquiries@sables-spanish.ca</u>

Project Name: "2026 RFP Animal Control Services" **Proposal Submission Deadline: 11:00 a.m. Friday, June 27, 2025.** 

Proposals must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFP.

The onus unequivocally remains with the Proponent to ensure that the Township receives Proposals delivered or sent by courier prior to the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal Submission Deadline will not be considered and will be returned unopened. Faxed submissions will not be accepted in response to this RFP.



## 1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below: Anne Whalen, Clerk-Administrator 11 Birch Lake Road Massey, ON POP 1P0 inquiries@sables-spanish.ca

IMPORTANT: A Proponent may be disqualified if they make inquiries, between the Proposal issue date and the notification of the Award, in a manner other than that described in this RFP or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Proponent receives the same information and that no Proponent receives unfair treatment during the RFP process.

## 1.04 Schedule

The schedule set out herein represents the Township's best estimate of the schedule that will be followed:

RFP issue date: Friday, May 30, 2025

<u>Proposal Submission Deadline</u> (see Sec 1.02): Friday, June 27, 2025 by 11:00 am <u>Anticipated</u> <u>notification of award</u>: Thursday, July 10, 2025 (provided Council approves on Wednesday, July 9, 2025)

Contract start date: Thursday, January 1, 2026

## **1.05 Required Review and Clarification**

Proponents shall carefully review this RFP. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact by 3:00 p.m. on Friday, June 13, 2025. This will allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact. In submitting a Proposal, the Proponent acknowledges that they have read, completely understood, and accepted the terms and conditions of the RFP in full. The Township is not responsible for any misunderstanding of the RFP.



## **1.06 Amendments to the RFP**

The Township of Sables-Spanish Rivers may issue addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Addenda shall be posted by 11:00 am on Friday, June 20, 2025 to <u>www.sables-spanish.ca</u> and shall be available in the Municipal Office. It is the Proponent's responsibility to obtain a copy of any addenda and acknowledge same on the Form of Proposal.

## **1.07 Opening of Proposals**

There will be no formal opening of Proposals. Typically, a request for proposals is evaluated on a more comprehensive set of criteria than a tender. As such, the RFP will not be awarded at the opening, but only after the Evaluation Committee has examined all Proposals in detail and presented their recommendation to Council. Proponents will be notified of the date for the Council meeting at which the Award will be decided, and they are welcome to attend or will be notified by the Lead Contact.

## 1.08 Reserved Rights of the Township of Sables-Spanish Rivers

The Township reserves the right to:

- a. make public the names of any or all Proponents and their quoted price;
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Tender;
- c. adjust a Proponent's scoring or reject a Proponent's Tender on the basis of
  - i) a financial analysis;
  - ii) information provided by references;
  - iii) the Proponent's past performance on previous contracts awarded by the Township;
  - iv) the information provided by a Proponent pursuant to the Township exercising its clarification rights under this RFP process; or
  - v) other relevant information that arises during the RFP process;
- d. verify with any Proponent or with a third party any information set out in an RFP;
- e. check references other than those provided by any Proponent;
- f. disqualify any Proponent whose RFP contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- g. disqualify any Proponent or the RFP of any Proponent who has engaged in conduct prohibited by this RFP;



- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- i. select the Proponent other than the Proponent whose RFP reflects the lowest cost to the Township or the highest overall score;
- j. cancel this RFP process at any stage;
- k. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- 1. accept or reject any or all RFP's in whole or in part;
- m. discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- n. if a single Tender is received, reject the Proposal of the sole Proponent and cancel this RFP process
- o. to negotiate with the two highest scoring Proponents.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

## **1.09 Not Responsible for Costs**

The Township of Sables-Spanish Rivers shall not pay any costs associated with the preparation, submission, or presentation of the Proponent's Proposal. The Township shall not be liable for any expenses, costs or losses suffered by the Proponent or any third party resulting from the Township exercising any of its expressed or implied rights under this RFP.

## **1.10 Tender Expiry Date**

Proponents hereby acknowledge that their Proposals shall be irrevocable for a period of 60 days from the Proposal's Submission Deadline. Extensions to this period may be granted with the mutual agreement of the Township and the successful Proponent and may be initiated by either party.

## 1.11 Confidentiality and Ownership

Any information provided to the Proponent by the Township of Sables-Spanish Rivers before, during or after the contract is completed shall be treated as confidential and shall not be used or communicated by the Proponent or any third party in any way unless otherwise identified or permitted by the Township. The information, reports, documentation, plans, etc. that are produced by the successful Proponent in response to this contract shall become the exclusive property of the Township of Sables-Spanish Rivers. However, intellectual property, such as specific tools,



templates, processes, etc. that the Proponent provides as part of the deliverables remains the property of the Proponent.

## **1.12 Total Proposal Price**

The Proponent shall provide a lump sum price to perform the services for Year 1 of the contract, covering one full calendar year, with any price adjustments to be noted as effective on the anniversary of the contract. HST is to be itemized separately.

## **1.13 Freedom of Information**

Any personal information required in the Proposal is received under the authority of the Township of Sables-Spanish Rivers. This information shall be an integral component of the submission. All written Proposals received by the Township become a public record. Once a Proposal is accepted by the Township and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Municipal office.

## **1.14 Additional Requirements**

The successful Proponent shall ensure that all services and products provided in respect to this RFP are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation.

## Section 2 Minimum Specifications & Requirements

The intent of this RFP is to contract with an agency/candidate who is capable of enforcing animal control and animal licensing bylaws of the Township of Sables-Spanish Rivers commencing January 1, 2026.

The agency/candidate shall assume responsibility for licensing services with fees as approved by the Township. To be eligible the applicant shall provide the following as part of the proposal:

- Proof of access to a pound facility constructed to standards in accordance with Regulations under the Animals for Research Act, R.S.O. 1990 and approved by the Ontario Ministry of Agriculture, Food and Rural Affairs.
- Outline the method utilized for euthanasia of dogs and cats.
- Proof of \$5,000,000 liability insurance (final contract shall include the Township of Sables-Spanish Rivers as an additional insured)
- Proof of Auto Insurance in the amount of \$2,000.000.
- A valid WSIB clearance certificate.
- A minimum of five years of law enforcement experience is preferred.



• Shall indicate the number of personnel employed by or assisting the agency/candidate and their experience relevant to animal control.

The successful Proponent will be on call to provide Animal Control Services to the Township of Sables-Spanish Rivers 24 hours per day, 7-days per week and 365-days per year for a two-year period with an option to renew for three years at the sole discretion of the Township of Sables-Spanish Rivers, and will perform the duties as outlined below:

a) Responding to calls from the Township, residents of the Township or the Ontario Provincial Police concerning animal control matters including dogs or cats running at large, and the delivery of any such dogs, cats or domestic animals which are not deemed sick or injured, directly to an animal shelter capable of providing adequate accommodation for animals impounded and of meeting the requirements for this type of building by the Province of Ontario Animals for Research Act; preparing any necessary paperwork as required by the shelter, and submitting a quarterly written report to the Township on all calls attended to and the resolution or status thereof; such quarterly reports must be submitted in a mutually agreed upon format;

b) to receive, impound and hold for claiming by the owners any animal delivered to the Agency's Shelter by the Municipal Bylaw Enforcement Officer or other duly authorized persons and dispose of same by sale or destruction;

c) Issuing warnings and tickets under the Provincial Offences Act, R.S.O 1990, c. P.33 to persons contravening the provisions of the Township's Animal Control Bylaw (the "Bylaw") as determined by the Animal Control Officer subject to or as otherwise required by the Township; attend court appearances if required;

d) Patrolling problematic areas of the municipality periodically as determined by the Animal Control Officer subject to or as otherwise requested by the Township to provide proactive prevention of dogs, cats and domestic animals running at large;

e) Providing coverage for Animal Control Services at all times such that there are no situations where a person is not available to provide Animal Control Services;

f) Provide each dog or cat impounded with good and sufficient food, water and shelter in accordance with the provisions of the Act, if any;

g) Responding to dangerous dog attacks as requested by the Township, a resident, or the Ontario Provincial Police, completing all necessary forms and serving the owner(s) of a dangerous dog with a Notice to Muzzle; following up to ensure the requirements for dangerous dogs are being met and assistance in preparation for and attendance at any Appeal Hearings related to a Notice to Muzzle;



h) Providing compliance monitoring and enforcement on the purchasing of dog and cat tags as required under the Bylaw;

i) Maintaining a detailed daily activity log and submitting copies of the log to the Township on a quarterly basis;

j) Enforcing all aspects of the Animal Control Bylaw, assist the Township in providing education to residents on the requirements of the Bylaw and when requested provide the Township with input on proposed amendments or revisions to the Bylaw;

k) Shall play an integral role in Kennel License reviews including conducting kennel licensing and/or compliant inspections.

**WORDINGS**: Proponents may quote on their own wordings provided that all conditions are met by the wordings. The Township shall require that original specimen wordings accompany the Proposal, showing all terms, conditions and exclusions.

**ASSIGNMENT/TRANSFER:** The Successful Proponent shall not assign or transfer any portion of the Proposal submitted and subsequently accepted without receiving prior approval to do so by the Township.

**GOVERNING LAW**: A contract resulting from this Request for Proposals shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

**QUALIFICATIONS**: The successful proponent must submit satisfactory evidence that they have the ability and experience for this type of work, and that they possess the necessary resources to fulfil the contract. Respondents shall provide a short description of their current and past experience in providing Animal Control Services for other clients similar in nature to the Township of Sables-Spanish Rivers.

**REFERENCES:** Proponents shall submit two references who can speak to the Proponent's ability to provide the required services.

**OCCUPATIONAL HEALTH AND SAFETY:** At all times during the duration of the contract, when awarded, the contractor shall adhere to all conditions as outlined in the Occupational Health and Safety Act and all policies and practices adopted by the Township.

**ACCESSIBILITY:** In accordance with the Accessibility for Ontarians with disabilities Act 2005, S.O. 2005, c.11, the Township of Sables-Spanish Rivers shall ensure that contracted service providers have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Township.



**INSURANCE:** The successful contractor will carry liability insurance in the amount of not less than \$5,000,000.00 naming the Township as additional insured parties. The successful contractor will also carry Auto Insurance in the amount of \$2,000,000. Proof of liability insurance, auto insurance, as well as a WSIB clearance certificate will be required upon award of the contract and prior to commencing any work. All insurance shall remain in effect for the period indicated in this contract.

**TERM:** The term of this agreement shall be two (2) years, commencing January 1, 2026. The Township reserves the right to extend the agreement under the same terms and conditions for a further three (3) years on a year to year basis, dependent upon the quality of service and mutual agreement.

**CANCELLATION:** Proponents shall include a sixty (60) day cancellation policy, with notice to be provided in writing by other party. Failure to comply with the requirements expressed herein may result in disqualification of the Proposal.

## Section 3 Evaluation of the Proposals

## 3.01 Evaluation Criteria, Process and Award

The acceptance of an RFP will be contingent upon, however not limited to the following considerations:

- Ability to meet all specifications and requirements.
- Qualifications and Experience
- Compliance with the RFP process
- Proposal/Quotation Price

As part of the evaluation process, the Township may contact one or more Proponents to clarify or obtain more information about their Proposal or to request the Proponent to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Proponents who have submitted a Proposal deemed to be reasonably acceptable for Award. The Township may negotiate with the two highest scoring proponents to achieve cost or service improvements/efficiencies. The Township may make an Award on the basis of the Proposals received without further discussion with the Proponents. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed in this RFP.



## Section 4 Form of Tender

I/We, the Undersigned, having examined this Request for Proposals, do hereby offer to enter into an Agreement with the Township of Sables-Spanish Rivers to provide <u>Animal Control Services</u> under the terms as included in this RFP and Proposal.

I, We			
	(Name-Print)		(Position)
of			
(0	Company Name)		
Dated at	this	day of	, 2024.
AUTHORIZED SIGNA	TURE		
STREET ADDRESS			
CITY	PROVINCE		POSTAL CODE
TELEPHONE NO.	FACSIMILE NO.		E-MAIL ADDRESS
Receipt of any issued ad	denda shall be acknowledged	by initialing in th	ne space provided below.
Addendum No			
company affirms acceptance of in this document, the associated	ce, by an authorized officer of the Prop the Request for Proposal requirements l costs attributed to the business arrange ownship of Sables-Spanish Rivers, ar	set forth ement	

between the Proponent and Township of Sables-Spanish Rivers, and hereby certifies that the information supplied in this tender proposal to be true and complete in

that the information supplied in this tender proposal to be true and complete in all respects.

Company Seal

**COUNCIL REPORT** 

AUTHOR: SUBJECT:	Ruth Clare, Treasurer Capital Purchase – Bunker gear
DEPARTMENT:	Fire
AGENDA GROUP:	В
COUNCIL MEETING:	July 9, 2025



## BACKGROUND:

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

•Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)

•Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)

• Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)

•Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The Sables-Spanish Rivers Fire Department (SSRFD) submitted an application under this grant to purchase bunker gear and additional flash hoods, increasing the supply of spare gear and enabling firefighters to have a second set of gear between service calls.

The Fire Chief obtained three quotes for the purchase of 12 sets of bunker gear, which were submitted to the Treasurer for evaluation.

Bunker gear sets have now been received.

## **RELATED POLICY:**

Bylaw 2008-05 as amended by Bylaw 2022-27 – Being a bylaw of the Corporation of the Township of Sables-Spanish Rivers for Procurement Policies and Procedures.

## STRATEGIC PLAN:

Goal – QUALITY OF LIFE

Strategic Direction - Continue to ensure emergency management services are prioritized and meet call needs.

Action Item - Ensure all personal protective equipment is in working order, especially Bunker Gear, and a replacement schedule established.

## **BUDGET IMPLICATION:**

This purchase was included in the 2025 Capital Budget and is funded by the Fire Protection Grant.

## **RECOMMENDATION(S)/OPTIONS:**

BE IT RESOLVED THAT Council accept quote #021347-0 from M&L Supply Fire & Safety in the amount of \$30,447.42 (excluding HST) for 12 sets of bunker gear;

AND THAT invoice #026682 in the total amount of \$31,266.10 (excluding HST) from M&L Supply Fire & Safety be approved for payment.

AND THAT the received Fire Protection Grant funding be applied accordingly.

## ATTACHMENTS:

**M & L Supply Fire & Safety Quote #021347-0** - \$34,405.58 – March 3, 2025

**M & L Supply Fire & Safety Invoice #026682** - \$1,462.33 – June 3, 2025 \$33,868.36 – June 19, 2025



o/a M&L Supply, Fire & Safety 14935 Cty Rd 2, PO Box 269 Ingleside, ON KOC 1M0 Tel: (613) 537-9559 Fax: (613) 537-9449

## QUOTATION

DATE	QUOTE NO.			
Mar 03 25	021347-0			
SASP				

Pg 1 of 1

Sold To	
Sable-Spanish River Fire Dept	
11 Birch Lake Road	
R.R #3 PO Box 5	
Massey, ON POP 1PO	

Ship To
Sable-Spanish River Fire Dept
11 Birch Lake Road
R.R #3 PO Box 5
Massey, ON POP 1PO

	Contact	SHIP VIA	YOUR P/O N	10.		TE	RMS			SALESPERSON
		BEST WAY	BUNKER GEAI	R 12		Net 3	0 Days			Rose, Steve
'PART NO,		DESCRIPTION		ORDERED	UNIT	PST	HST	R	ATE	AMOUNT
1207K/38	81 Battalion 32" KHAKI Pioneer OSX Battalion Jacket, Size 38	1	13)	12	EA	E	0		1,383.545	16,602.54
307K/40-32	B1 Battalion 3" Bib KHAKI Pioneer OSX Battalion Pant, Size 40-32			12	EA	E	0		1,028.740	12,344.8
Lo360NBWHITE	Halo 360 NB Hood WHITE 360° Particulate Blocking Protection			12	EA	E	0		125.000	1,500.00
	•			۰.						

## Prices do not include freight.

Prices in effect for Fifteen (15) days from date of quote and are sensitive to fluctuating Bank of

Canada exchange rates. Large fluctuations in the posted rate may render this quote inaccurate.

Total	34,405.58
GST/HST	3,958.16
Prov Tax	.00
Sub Total	30,447.42



3635112 Canada Inc. M&L Supply Fire & Safety

# INVOICE

DATE	INVOICE NO.
Jun 19 25	026882
SA	SP

Sold To		
Sable-Spanish F	liver Fire Dept	 -
11 Birch Lake R	oad	
R.R #3 PO Box	5	
Massey, ON PO	P 1P0	
PPED	PACKSLIP	SHIP VIA

wia:	ssey, ON PO	P 190			
R.R	#3 PO Box	5			
1	le-Spanish f Birch Lake R	River Fire De	pt		
Sh	ір То			 	 Pg 1 of 3

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3635112 Canada Inc. M&L Supply Fire & Safety 14935 County Rd. 2, P.O. Box 269

# INVOICE

DATE	INVOICE NO.
Jun 19 25	026882
SA	SP

Pg 2 of 3

Sold To	
Sable-Spanish River Fire Dept	
11 Birch Lake Road	
R.R #3 PO Box 5	
Massey, ON POP 1PO	

Ship To	
Sable-Spanish River Fire Dept	
11 Birch Lake Road	
R.R #3 PO Box 5	
Massey, ON POP 1PO	

SHIPPED	PACKSLIP	CONTACT	SHIP VIA		YOUR	P/O NO.				ALESPERSON		
Jun 19 25	023945-1	023945-1 Blair Ramsay BEST WAY GEAR			Net 3	0 Days		Rose, Steve				
ITEM/PART NO.	DESCRIPTION			UNIT	ORD	SHP	BO	PST	HST		RATE	AMOUNT
LABA3307K/44-32 B1 Battalion 3" Bib KHAKI Pioneer OSX Battalion Pant, Size 44-32 MATT			EA	1	1		E	0	1,02	8.00	1,028.00	
LABA3207K/42	B1 Battalion 32" OSX Battalion Jac TYLER			EA	1	1		E	0	1,38	4.00	1,384.00
LABA3307K/36-36	B1 Battalion 3" Bi OSX Battalion Par TYLER			EA	1	1	1	E	0	1,02	8.00	1,028.00
LABA3207K/42	81 Battalion 32"   OSX Battalion Jac CHRISTINA			EA	1	1		Ę	0	1,38	4.00	1,384.00
LABA3307K/44-30	B1 Battalion 3" Bi OSX Battalion Par CHRISTINA			EA	1	1		E	0	1,02	8.00	1,028.00
LABA3207K/38	B1 Battalion 32" OSX Battalion Jac CONNOR ST.			EA	1	1		E	0	1,38	4.00	1,384.00
LABA3307K/34-32	B1 Battalion 3" B OSX Battalion Par CONNOR ST.			EA	1	1		E	0	1,02	8.00	1,028.00
LABA3207K/48	B1 Battalion 32" OSX Battalion Jac ERIC			EA	1	1		E	0	1,38	4.00	1,384.00
LABA3307K/44-32 B1 Battalion 3" Bib KHAKI Pioneer OSX Battalion Pant, Size 44-32 ERIC			EA	1	1		E	0	1,02	8.00	1,028.00	
LABA3207K/50	81 Battalion 32"	KHAKI Pioneer		EA	1	1		E	0	1,38	34.00	1,384.00



3635112 Canada Inc. M&L Supply Fire & Safety

# INVOICE

DATE	INVOICE NO.
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LABA3207K/56	B1 Battalion 32" ( OSX Battalion Jac NICK			EA	1	1		E	0	1,384.0	0 1,384.00	
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Comments		Sub Total	29,972.00
	GST/HST No. 89427 4125 RT0001	Prov Tax	.00
	Please pay by invoice terms.	GST/HST	3,896.36
	Thank you for your business.	Total	33,868.36



3635112 Canada Inc. M&L Supply Fire & Safety 14935 County Rd. 2, P.O. Box 269 Ingleside, ON KOC 1MO

# INVOICE

DATE	INVOICE NO.
Jun 03 25	026682
SA	SP

Pg 3 of 4

Sold To Sable-Spanish River Fire Dept 11 Birch Lake Road R.R #3 PO Box 5 Massey, ON POP 1PO

Ship To
Sable-Spanish River Fire Dept
11 Birch Lake Road
R.R #3 PO Box 5
Massey, ON POP 1PO

SHIPPED	PACKSLIP	CONTACT	SHIP VIA		YOUR	P/O NO.		TEF	RMS			GALESPERSON
Jun 03 25	023945-0	Blair Ramsay	BEST WAY		G	EAR		Net 3	0 Days			Rose, Steve
ITEM/PART NO.	DESCRIPTION			UNIT	ORD	SHP	BÔ	PST	HST	R	ATE	AMOUNT
	OSX Battalion Jack CHRIS	et, Size 50			ľ							
LABA3307K/44-30	B1 Battalion 3" Bil OSX Battalion Pan CHRIS			ΕA	1		1	E	0	1,028	.00	.00
LABA3207K/56	B1 Battalion 32" K OSX Battalion Jack HUNTER			EA	1		1	E	0	1,384.00		00.
LABA3307K/56-32	B1 Battalion 3" Bit OSX Battalion Pan HUNTER			EA	1		1	E	Q	1,028	.00	<b>.00</b> .
LABA3207K/56	B1 Battalion 32" K OSX Battalion Jack NICK			EA	1		1	E	0	1,384	.00	.00
LABA3307K/56-32	B1 Battalion 3" Bib OSX Battalion Pan NICK			EA	1		1	E	0	1,028	.00	.00
MJHALO360NBWHITE	Halo 360 NB Hood 360° Particulate Bl Protection			EA	12	12		E	0	105	.00	1,260.00
	PUROLATOR (Trk #	335477731780)						E	0			34.10
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## PUBLIC WORKS COMMITTEE Roads/Water/Waste Management/Facilities

## AGENDA / REPORT

Wednesday, July 2<sup>nd</sup>, 2025, at 1:00 p.m. in Council Chambers Called to Order by the Chair at – 12:56

Chair: Harold Crabs; Co-Chair: Casimir Burns Committee Members: Kevin Burke; Robert Boileau Staff: Dave Moncion, Supervisor of Public Works; Sean McGhee, Coordinator of Infrastructure Absent with Regrets: Cameron Hobden

## **DELEGATIONS** – None

## A. ROADS

- Surface Treatment Road prep and project start on Friday, July 4<sup>th</sup> with work completed on Saturday, July 5<sup>th</sup>. Public Works Supervisor to monitor project both days.
- Calcium and Grading Anticipating project to be complete by end of week.
- Maintenance Gravel The 2025 Maintenance Gravel projects are complete.
- Civic Numbering Review Staff will be generating a Civic Numbering and Street Naming policy after the summer construction season. In the interim, locations with an approved entrance and residential construction, approved trailer permit, or OHSA based activity will be permitted a 911 sign upon request and review.
- Guide Rail Tender The guide rail tender was presented and reviewed by Committee. Due to tariff uncertainty, 3 wire wood post guide rails are being specified using OPSD 913.130 / 101 / 102. The Committee is recommending its release.
- Boat Launch Repairs Application has been submitted to the MNRF.

## **B. EQUIPMENT**

- Slip in Water Tank 10-day Special Permit is available. Tentatively scheduled for August 5<sup>th</sup>/6<sup>th</sup> delivery to site.
- Update on Tandem Axle Plow Truck Gincor awaiting delivery of Winter Control equipment from Viking. Anticipating a late June delivery of parts with a late summer delivery of finished truck.

## C. WATER/WASTEWATER

- June 2025 OCWA Contract Management Meeting minutes; *The minutes were reviewed by the Committee. The importance of continued monthly meetings was stressed.*
- Septic Waste Disposal Site The proposed Policy and Contract Document were reviewed in detail. No issues were identified and the Committee agreed to recommend adoption at the next regular meeting of Council.

## D. WASTE MANAGEMENT

- Update on Comprehensive Landfill Study *Kickoff Meeting held with Chris Kirby. Schedule for surveying of site is being scheduled.*
- Sugar Lake Rd. Bins Increased to two (2) bins for summer months due to high demand. The Committee reviewed and agreed with the decision and further suggested that Council approve the increase of seasonal bins at Lacloche Lake Rd. This item will be discussed during future budget deliberations to ensure that adequate service levels are being provided at seasonal areas.

## E. BUILDING MAINTENANCE

 Status Report – Clinic Insulation Project – the new lunchroom egress window was installed; contract was awarded to Lignum Builders for insulation and waterproofing of the foundation. Start date is scheduled for July 7<sup>th</sup> with an anticipated three-week timeline for completion.

## F. OTHER:

 Municipal Consent – Numerous requests for municipal consent for the installation of fiber optic communication lines within the rural areas (six files for review) were considered. It was noted that the minimum depth as well as proximity to the edge of road were of significant concern and would have the potential to impede future maintenance and work by the Township. The Committee recommended that Council require alternate proposals for work that had installation deeper and closer to the outer edge of the road allowance.

## Next Meeting:

## *Wednesday, August 6<sup>th</sup>, 2025, at 1:00 p.m.*

- Meeting adjourned by the Chair at – 15:08

## Business arising from the Public Works Committee

## Resolutions:

**BE IT RESOLVED THAT** the minutes of the Public Works Committee of June 4, 2025 be accepted; **AND THAT** any recommendations contained in the report be dealt with separately.

## Recommendations:

The following recommendations to Council are being made by the Public Works Committee:

- **That** the proposed Septage Receiving Policy and Contract Template for Septic Service Provider Site Access be adopted by Council;
- **That** Council authorize the release of the Tender for installation of Guide Rails on River Road and Bass Point Road;
- **That** Staff be directed by Council to investigate options to have fiber optic installations installed in a less intrusive manner within the municipal road allowance.





11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

## The Corporation of the Township of Sables-Spanish Rivers

## Tender for Three (3) -3 Cable Wood Post Guide Rails

Issue Date: Thursday, July 10th, 2025

Closing Date: Thursday, July 24th, 2025 @ 11:00am

Municipal Contact: Sean McGhee - Coordinator of Infrastructure Township of Sables-Spanish Rivers Massey Ontario POP 1PO T: (705) 862-2010 Email: <u>smcghee@sables-spanish.ca</u>



11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

## **INTRODUCTION:**

The Township is seeking tender submissions for the supply and installation of <u>three (3), 25-meter sections</u> of 3 Cable, Wood Post Guide Rails complete with concrete anchor blocks. All submissions will be based on the finished product meeting the construction standards identified in OPSD 913.130, OPSD 913.101, OPSD 913.102 as appended to this document.

#### LOCATION:

Location information (all locations are approximate):

- Location A Bass Point Rd (Seasonal Section) (46.23876, -82.29160) North Side of Seasonal Road, top of hill approximately 530 meters from Sunset Bay Drive.
- Location B River Road (46.190043, -82.098468) South Side of River Road approximately 2.28 kms from Massey Arena.
- Location C River Road (46.18945, -82.098207) South Side of River Road approximately 2.34 kms from Massey Arena.

Bidders are encouraged to visit each site to familiarize themselves with the terrain prior to bidding.

#### **INFORMATION TO BIDDERS**

#### **Submission Instructions:**

All copies of the proposal shall be submitted in a sealed enveloped clearly marked "**3 Cable Wood Post Guiderails**" and must be accompanied with:

Schedule A – Tender Submission Form Schedule B - Signature Page Schedule C – OPSD 913.130 / OPSD 913.101 / OPSD 913.102

Proposals are due **no later than Thursday, July 24<sup>th</sup>, 2025 at 11:00am EST (per local cellular tower)** and shall be delivered to:

Township of Sables-Spanish Rivers, 11 Birch Lake Rd Massey, ON POP 1PO **Or** emailed to inquiries@sables-spanish.ca

The contractors must assume full responsibility for delivery of the completed Tenders. The Township accepts no responsibility for any loss or delay with respect to Tenders that are delivered to any other location other than specified. **Late proposals will not be considered.** 



11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

## Withdrawal Of Tender:

A bidder will be allowed to withdraw their tender unopened after it has been deposited if such request is received in writing prior to the time specified for the closing of tenders.

## Tender Acceptance:

At the discretion of the Township of Sables-Spanish Rivers, any unbalanced items, errors, or omissions in the tender may render the tender invalid. Tenders shall be deemed open to acceptance by the Township of Sables-Spanish Rivers until the formal contract is executed by the successful bidder or for up to thirty (30) days after the tender closing date, whichever occurs first.

## **Rights Reserved By The Township:**

- The Township reserves the right to accept or reject any Tenders without stating reason. Lowest price or any bid may not necessarily be accepted.
- The Township is not liable for any costs incurred by interested parties in the preparation of their response to this Tender. The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained, or suffered by any interested party, prior to, subsequent to, or by reason of the acceptance or non-acceptance of any response by the Township, or by any reason of any delay in the acceptance of the response.
- The Township shall not be held liable for any errors or omissions in any part of this Tender. It is understood, acknowledged and agreed that while the Township has used considerable efforts to ensure an accurate representation of information in this Tender, the information contained in the Tender is supplied solely as a guideline for the contractor. The information is not guaranteed by the Township to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in the Tender is intended to relieve the contractors from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the contract.
- The contractor shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the contractor's participation in this process and, if selected, the performance of the contractor's responsibilities pursuant to the retainer. The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any contractor on such basis.

#### **Occupational Health and Safety:**

When performing the work associated with this contract, the contractor shall adhere to all relevant requirements identified under the Occupational Health and Safety Act, all other applicable legislation, and all policies and practices adopted by the Township.

Roadside work shall be performed utilizing the applicable requirements under Ontario Traffic Manual (OTM) - Book 7 – Temporary Conditions.



11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

## Accessibility:

In accordance with the Accessibility for Ontarians with disabilities Act 2005, S.O. 2005, c.11, the Township of Sables-Spanish Rivers shall ensure that contracted service providers have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Township.

## Indemnification:

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Agreement.

#### Insurance:

The Contractor shall, at all times for the duration of the contract, maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5M inclusive per occurrence for bodily injury, death and damage to property.

The Contractor shall, at all times for the duration of the contract, maintain a Commercial General Liability (CGL) policy with a minimum liability limit of \$5M. The Township of Sables-Spanish Rivers must be named as additional insured on the CGL policy.

The general liability policy shall include the Township of Sables-Spanish Rivers as an additional insured, but only in respect of and for the duration of the services to be performed under this Contract and shall contain a cross-liability clause endorsement.

Upon acceptance of this contract, the successful Contractor must provide current proof of insurance to the Municipality and also confirm a minimum 30 days' notice of cancellation of any insurance policy listed.

#### WSIB:

The Municipality does not cover the Contractor or his employees under the Workplace Safety and Insurance Act (the Act). The Contractor is responsible for paying all dues and assessments payable under the Act, the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether provincial or federal, for themselves and their employees.

Upon acceptance of this contract, the successful Contractor must provide current WSIB certificate to the Municipality.

The Contractor shall, upon request, provide the Municipality with satisfactory evidence that he has complied with the provisions of other such Acts. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him that would be sufficient to cover his defaults and the Municipality shall have the right to pay same. Information on coverage under the Worker's Compensation Act can be obtained directly from the Workplace Safety and Insurance Board.



11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

## Performance Of Services:

If the Contractor fails to perform the work or fails to perform it to the satisfaction of the Municipality, or fails to comply with any of the conditions specified in the contract the Contractor understands that the Contract may be terminated. If this contract is so terminated, the Municipality reserves the right to declare the Contractor ineligible to bid on any municipal work for a twelve-month period following the default.

The Contractor shall not subcontract any work under this contract without prior written consent of the Coordinator of Infrastructure or designate. The Contractor is responsible for satisfactory performance of all subcontractors and the quality of all subcontracted work.

## Payment:

Invoice shall be issued by the Contractor upon inspection and acceptance of completed project by the Supervisor of Public Works or designate. There shall be no partial payment for work.

Payment shall be net 30 days upon receipt of invoice.

## **INQUIRIES/SITE VISIT:**

Direct all inquiries regarding the Proposal contact to: Sean McGhee, Coordinator of Infrastructure 11 Birch Lake Rd Massey, ON POP 1P0 (705) 862-2010


# The Township of Sables-Spanish Rivers

11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

# TENDER – 3 Cable Wood Post Guide Rail Systems

## SCHEDULE A

## TENDER SUBMISSION FORM

 3 Cable Wood Post Guide Rail System (Location A)

 Bass Point Rd.
 price per meter excluding HST

 3 Cable Wood Post Guide Rail System (Location B)

 River Road
 price per meter excluding HST

 3 Cable Wood Post Guide Rail System (Location C)

 River Road

 price per meter excluding HST

Total (excluding HST) - \_\_\_\_\_



## The Township of Sables-Spanish Rivers 11 Birch Lake Rd

11 Birch Lake Rd Massey, ON P0P 1P0 Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

## TENDER – 3 Cable Wood Post Guide Rail Systems

## SCHEDULE B

#### SIGNATURE PAGE

I, THE UNDERSIGNED, HAVE CAREFULLY EXAMINED THE SCOPE OF WORK, SPECIFICATIONS AND UNDERSTAND ALL CONDITIONS. I HEREBY OFFER TO ENTER INTO A CONTRACT WITH THE TOWNSHIP OF SABLES-SPANISH RIVERS. (All fields must be completed by Proponent.)

Bidders Authorized Sigr	ning Authority:			
Ū	0 ,	(Print Full Name and Title)		
Signature:		Dated:		
Witness:	J	Dated:		
Mailing Address:				
Email:				
Phone:	Mobile:	Fax:		
		·		
Accepted by Resolution of Council:				
Resolution No.:				
Clerk-Administrator:				
Date:				







#### inquiries@sables-spanish.ca

From:Kimberly A C Stresman <kimberlyacstresman@gmail.com>Sent:June 23, 2025 8:03 PMTo:inquiries@sables-spanish.caSubject:Parks and Rec Committee

Good evening.

I Kimberly Stresman would like to join the Parks and Rec committee. I have been to the meeting, June 18, 2025. I was impressed by how the meeting was organized and ran. Everyone had great ideas and everyone listened to everyone. Just the way a meeting should run. Please consider me for the Parks and Rec Committee .

Thank you and keep safe Kimberly Stresman

## THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

#### BYLAW NUMBER 2025-41

## Being a Bylaw to Provide a Policy for Receiving Septage in the Township of Sables-Spanish Rivers

WHEREAS Section 10 of the *Municipal Act*, S.O. 2001, c.25 provides the authority to pass a bylaw respecting matters of governance;

AND WHEREAS the Council of the Corporation of the Township of Sables-Spanish Rivers deems it expedient to provide a policy respecting the receiving of septage at the Township's disposal site located at Lot 4, Concession 11, Township of May, in the Township of Sables-Spanish Rivers;

THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

- 1. THAT the Septage Receiving Policy is hereby adopted and attached hereto as Schedule A to this Bylaw;
- 2. THAT this Bylaw shall come into force and take effect on third and final reading.

READ A FIRST AND SECOND TIME THIS 9<sup>th</sup> DAY OF JULY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS  $9^{\rm th}$  DAY OF JULY, 2025.

MAYOR – K. BURKE

DEPUTY CLERK – A. ST. MICHEL

	Corporation of the Township of Sables-Spanish Rivers	
SABLES SAANISH RIVERS	<b>Document Title</b>	Septage Receiving Policy
	Department	Public Works and Infrastructure
	Date Authored	June 2, 2025
	Approval Level	Council of Township of Sables-Spanish Rivers
	Date of Approval	July 9, 2025
	<b>Revision Date</b>	
	Bylaw No.	2025-41

## **Policy Statement:**

This policy is established to set rates and establish appropriate measures in place for the receiving of septic sewage waste (septage) at the Township of Sables-Spanish Rivers Household Septic Disposal Site ECA No. SD99011 located at Lot 4, Concession 11, Township of May, District of Sudbury, Ontario.

## **Legislative Authority:**

Municipal Act 2001, S.O. 2001, c. 25, Section 10 - **By-laws re: matters within spheres** of jurisdiction, including services and things that the municipality is authorized to provide.

## **Policy:**

- 1. This Policy shall be interpreted and applied in conjunction with all applicable Provincial and Federal Regulations governing the pumping, handling, transportation and treatment of domestic liquid sewage waste.
- 2. Septage will only be received from licensed service providers possessing a valid Environmental Compliance Approval (ECA) or be currently registered on the Environmental Activity and Sector Registry (EASR) as applicable.
- 3. Domestic septage will only be received at a designated location at the Township of Sables-Spanish Rivers Septage Disposal Site located at Lot 4, Concession 11, Township of May, District of Sudbury, Ontario.
- 4. Only domestic septic waste originating within the Municipal Boundaries of the Township of Sables-Spanish Rivers will be received. Chain of Custody documents are to be produced to the municipal office prior to the off-loading of septic waste at the receiving area.
- 5. Council may from time to time, revise the fees, limits and the service area associated with this Policy.
- 6. The contents of all pumper and transport vehicles disposing of domestic septage at the disposal site are subject to sampling, monitoring and analysis by the Municipality, at the direction of the Supervisor of Public Works or designate, at any time and without notice.
- 7. The domestic septage vehicle operator shall ensure no material of any description is spilled or deposited at the waste disposal site except in compliance with this Policy and any directions posted at the facility or provided by the Public Works Supervisor. Any clean-up of septage will be the responsibility of the service provider.
- 8. No person shall deposit, or cause or permit to be deposited, any material at the septage site that they know or should reasonably know:

(a) is a temperature in excess of sixty (60) degrees Celsius.

(b) is flammable or explosive;

(c) is capable of obstructing the flow in, or interfering with the proper operation of the site;

(d) has a measured pH of below 4.0 or above 11.0 that could be hazardous to the facility;

(e) could cause the facility to generate foam in such a quantity that it creates a nuisance;

(f) contains fish or animal offal or pathological or medical wastes;

(g) contains animal fats, wax, grease or vegetable oil in liquid or solid form;

(h) contains herbicides, pesticides, xenobiotics, polychlorinated biphenols or radioactive materials;

(i) contains any substance that destroys, prohibits or inhibits the growth of microorganisms or cultures;

(j) has concentrations of suspended solids that exceed 3% total suspended solids; (k) contains ashes, cinders, garbage, sand, potters clay, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, cellulose or other solid or viscous substances capable of interfering with the proper operation of the site.

- 9. No person shall deposit, or cause to be deposited, septage in a storm sewer.
- 10. No person shall deposit, or cause or permit to be deposited, septage into a sanitary sewer, manhole or collection system.
- 11. Any employee of the Municipality present at the septage receiving site has the authority to order any domestic septage disposer and any other person not to dispose of, or to stop disposing, septage, or any other material, at the site. Such order shall be based on the employee's reasonable belief that the disposal is or would be in violation of this Policy or would interfere with the normal operation of the site.
- 12. Council shall, through the ""User Fees Bylaw" (as amended from time to time), adopt a schedule of fees to be paid for use of the wastewater treatment facility for the purpose of septage disposal, which Policy shall be annexed hereto.
- 13. Septage will only be received at the Septage Receiving site during the indicated times. Access outside of these hours is permitted only by appointment and within the timeframes identified within ECA SD99011.
- 14. The Corporation of the Township of Sables-Spanish Rivers will impose sanctions including the prohibition of access to the site for any contravention of this Policy or failure to comply with the direction of municipal staff. Sanctions under this Policy do not preclude enforcement action by other regulatory authorities.

#### **Process:**

- 1. Prior to initial site access being granted, Septage Haulers shall provide a copy of their current ECA or EASR, WSIB Clearance Certificate, and Proof of Insurance. Upon staff review of the documents, the attached formal agreement shall be signed by the service provider and the Township authorizing access to the site. Copies of all required documentation will be provided annually.
- 2. The site is available for use from Monday to Friday, 8:00 am to 3:00 pm excluding municipal, statutory, and civic holidays. Weekend site access is available on an emergency basis and is subject to additional fees and charges. Weekend access requires approval by the Supervisor of Public Works or Designate.
- 3. Septage Service Providers will report to the municipal office PRIOR to visiting the septage disposal site. Upon reporting to the municipal office, the septage hauler will provide the source location(s) and quantities that are being deposited at the site.
- 4. Key for the site access gate will be provided along with instructions on which cell to utilize. If for any reason, the cell that was identified is unfit or unable to accommodate the load, the hauler is to contact the municipality immediately for instructions. It is the responsibility of the hauler to offload in a legal and appropriate manner to ensure that the deposit of the septage does not compromise the integrity of the site or individual cells within the site.
- 5. Following delivery of septage, the hauler will ensure that the site is secured and immediately return the access key to the municipal office.
- 6. Haulers will submit a monthly report of total haulage to the site with payment for the total per the "User Fees Bylaw" as amended from time to time.

## **Penalties:**

- 1) The dumping or disposal of material in any manner or location other than identified in this Bylaw or in Municipal Illegal Dumping Bylaw 2021-25 is strictly prohibited.
- 2) The By-law Enforcement Officer is hereby authorized and empowered to enforce the provisions of this By-law.
- 3) The provisions of this By-law shall not relieve any person from compliance with any provisions of the Environmental Protection Act, Public Health Act, or any other applicable Act or Regulation.

## **Bylaws or Policies Repealed:**

Not Applicable.

[Date]

## SEPTAGE RECEIVING AGREEMENT

This agreement made this [day] of [month, year]

#### **BETWEEN:**

#### The Township of Sables-Spanish Rivers 11 Birch Lake Road, Massey, ON

(hereinafter called the "Township")

AND:

[NAME OF Septage Hauler] [Address]

(hereinafter call the "Septage Hauler") (collectively, the "Parties")

#### WHEREAS:

- A. The *[Name of Septage Hauler]* has agreed to enter into this Service Agreement by signing and authorizing this contract on *[Date]*.
- B. The Municipal Council has approved this Agreement by passing By-law No. *[Number of By-law]* at its meeting held on *[Date]*. A copy of the By-law is attached to this Service Agreement as Schedule *[Name of Schedule]*.
- D. The Township and the Septage Hauler have reached an agreement whereby the Septage Hauler will pay the Township for the receiving of household septic waste at the Household Septic Disposal Site located at Lot 4, Concession 11, Township of May, District of Sudbury, Ontario.
- E. The said Parties deem it to their mutual interest to enter into this agreement.

THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency which is hereby acknowledged, the PARTIES hereto agree as follows:

#### **1.0 DEFINITIONS**

1.1 In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

**"Septage Disposal Site"** means the municipal septage site located at Lot 4, Concession 11, Township of May, District of Sudbury, Ontario.

"Service Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

**"Septage Receiving Policy"** is the policy established by the Township of Sables-Spanish Rivers and as amended as required;

"Septage Haulage" means, where appropriate, the pumping, hauling, transport, and deposit of residential septic sludge.

**"ECA"** means Environmental Compliance Approval as issued by the Ministry of Environment, Conservation, and Parks;

**"EASR"** means Environmental Activity and Sector Registry under the Ministry of Environment, Conservation, and Parks;

**"Term"** means a period of time which this Agreement remains in force and effect, as described in Section 2.1.

## **2.0 TERM**

- 2.1 This agreement commences on [*Date of Agreement*] and shall continue in perpetuity or until terminated. Subject to termination under Section 2.2 or paragraph 8.1 below.
- 2.2 This agreement may be terminated on thirty (30) days of written notice by a Party, at their sole discretion.

## 3.0 SERVICES

- 3.1 During the Term, the Septage Hauler, working independently, will provide Septic Waste Services through its own resources within the Township of Sables-Spanish Rivers boundaries as of the commencement date of this Agreement:
- 3.4 Access to the Septage Disposal Site will be permitted by the Township under this agreement and pursuant to the terms and conditions identified in the municipal Septage Receiving Policy. The Township will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with the permanent or temporary interruption or reduction in the level of access to the site.

## 4.0 **PAYMENT FOR SERVICES**

- 4.1 As compensation for the utilization of the Household Septic Waste Disposal Site provided hereunder, the Septage Hauler shall report the total haulage for the month, not later than the 15<sup>th</sup> of the following month, which shall be payable and calculated in accordance with this Section.
- 4.2 The Township will calculate the Monthly Fee payable by the Septage Hauler for the utilization of the Household Septic Waste Disposal Site, as follows:
  - (a) the fee for service will be calculated based on m<sup>3</sup> of septage hauled at the rate identified in the User Fee Bylaw as amended by Council from time to time;
  - (b) that fee will be calculated based on the monthly report submitted by the Septage Hauler, and,
  - (c) the result of that calculation shall be the Monthly Fee payable for that reporting period.
- 4.5 The Septage Hauler will pay all of the Township's invoices within thirty days of issuance. Interest on all outstanding invoices shall accrue as per the user fee bylaw.

#### 5.0 COVENANTS OF THE TOWNSHIP

- 5.1 The Township shall provide access to the site during regular working days from 8:00 am to 3:00 pm excluding statutory and municipal holidays.
- 5.2 The Township shall bill the Septage Hauler for the volume of septage deposited to the site in accordance with the municipal User Fee Bylaw as amended from time to time.

### 6.0 COVENANTS OF THE SEPTAGE HAULER

- 6.1 The Septage Hauler will report to the Township Office with a manifest including source and volume of sludge to be delivered to the Septage Disposal Site at which time the septage hauler will be provided with an access key;
- 6.2 The Septage Hauler will return site access keys after every site visit;

- 6.3 The Septage Hauler shall comply with, and take all steps necessary to ensure compliance with Septic Disposal Site ECA No. SD99011 and all applicable provincial and federal regulations.
- 6.4 The Septage Hauler agrees at all times to comply with the Septage Receiving Policy of the Township of Sables-Spanish Rivers.
- 6.5 The Septage Hauler shall maintain, valid insurance, and an ECA and/or EASR in good standing with the Ministry of Environment, Conservation, and Parks.

## 7.0 **RIGHTS OF ACCESS**

7.1 Representatives of the Township may at any time visit the Septage Disposal Site while the Septage Hauler is on site for the purpose of monitoring the operation or sampling the septage in accordance with this Service Agreement and the Township of Sables-Spanish Rivers Septage Receiving Policy to ensure compliance with the terms of the Agreement.

## 8.0 TERMINATION FOR BREACH OF AGREEMENT

- 8.1 Should either party be in breach of its covenants or undertakings under this Service Agreement, other than a failure by the Septage Hauler to pay for Services, which remains un-rectified for a period of ten (10) working days following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Service Agreement.
- 8.2 Whether or not the Services or any of them are discontinued or any disconnections are made, where invoices remain unpaid by the Septage Hauler as at the 20<sup>th</sup> day of the following month, the Township shall have the right, without prejudice to any other right or remedy, refuse access to the Sludge Disposal Site. The Township may further give immediate notice of termination of this Service Agreement.

## 9.0 LIABILITY AND FORCE MAJEURE

- 9.1 The Township does not warrant or guarantee the continuance or quality of any of the services provided under this Service Agreement and shall not be liable for any damages, expenses or losses occurring by reason of suspension of discontinuance of access to the Septic Waste Disposal Site, for any reason which is beyond the reasonable control of the Township, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the septage containment systems, or in the manufacture of any materials used therein, and other similar circumstances.
- 9.2 The Township shall not be held liable for any injury, damage, or loss on the part of the Septage Hauler or its agents regardless of cause, while attending the Household Septic Disposal Site or its access routes.

## **10.0 COMMUNICATIONS AND CONTRACT PROTOCOL**

10.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

## **11.0 DISPUTE RESOLUTION**

11.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this agreement.

11.2 In the event that the parties fail to resolve matters, the position of the Council of the Township of Sables-Spanish Rivers shall be deemed absolute.

## 12.0 ACKNOWLEDGEMENT OF RIGHTS

12.1 Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligations of the Township. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

## 13.0 HEADINGS

13.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

## **14.0 ENTIRE AGREEMENT**

- 14.1 This Service Agreement constitutes the entire agreement between the parties and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Service Agreement.
- 14.2 This Service Agreement supersedes, merges and cancels any and all pre-existing agreements and understandings in the course of negotiations between the parties.

## **15.0 NOTICE**

15.1 The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Service Agreement, including any notice advising the other party of any change of address, shall be as follows:

(a) to the Township:

## The Corporation of the Township of Sables-Spanish Rivers, 11 Birch Lake Road, Massey, Ontario, attention Anne Whalen, Clerk Administrator.

(b) to the Septage Hauler:

[*Provide Address including the attention the letter should be directed to and other relevant contact information*]

15.2 The parties may change their address for delivery of any notice or other written communication in accordance with section 15.1.

#### **16.0 SEVERANCE**

- 16.1 In the event that any provision of the Service Agreement should be found to be invalid, the provision shall be severed and the Agreement read without reference to that provision.
- 16.2 Where any provision of the Service Agreement has been severed in accordance with Section 14.1 above and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

#### **17.0 AMENDMENT**

- 17.1 The Service Agreement shall not be varied or amended except by written agreement of both parties.
- 17.2 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

## 18.0 GOVERNING LAWS

18.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of Ontario or Canada, as applicable.

## **19.0 ASSIGNMENT**

19.1 The rights and obligations of the parties may not be assigned or otherwise transferred. An amalgamation by a party does not constitute an assignment.

## 20.0 INUREMENT

20.1 The Service Agreement inures to the benefit and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

On behalf of The Township of Sables-Spanish Rivers

Kevin Burke - Mayor

Anne Whalen – Clerk Administrator

On behalf of the *[NAME OF Hauled Sewage Service Provider]* 

[Position]

[Position]

#### THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

#### BYLAW NUMBER 2025-42

#### Being a Bylaw for the Purpose of Repealing a Bylaw to Appoint a Fire Prevention Officer

WHEREAS Section 10 of the *Municipal Act*, S.O. 2001, c.25, provides the authority to pass a bylaw for the protection of persons and property and for the health, safety and well-being of persons;

AND WHEREAS Bylaw 2018-04, as amended, provides that the Fire Chief may recommend to Council the appointment or removal of any officers to the Fire Department as may be deemed necessary;

THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

- 1. THAT Bylaw 2018-10 is hereby repealed;
- 2. THAT this Bylaw shall come into force and take effect on third and final reading.

READ A FIRST AND SECOND TIME THIS 9th DAY OF JULY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 9<sup>th</sup> DAY OF JULY, 2025.

MAYOR – K. BURKE

DEPUTY CLERK – A. ST. MICHEL

#### THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

#### BYLAW NUMBER 2025-43

#### Being a Bylaw to confirm the proceedings of the regular Council Meeting held on July 9, 2025.

WHEREAS Section 5(3) of the *Municipal Act*, S.O. 2001, c.25, as amended, provides that a municipal council shall exercise its powers by by-law, except where otherwise provided; and

WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw or resolution of Council;

NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

- 1. THAT the actions of the Council of The Township of Sables-Spanish Rivers, at its meeting of Wednesday, July 9, 2025 with respect to each motion, resolution, direction and other action passed and taken by the Council at its said meeting is, except where such resolutions or directions were passed in Closed Session, is hereby adopted, ratified and confirmed.
- 2. THAT the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and to execute all documents as may be necessary and directed, and to affix the Corporate Seal to all such documents as required.

READ A FIRST AND SECOND TIME THIS 9th DAY OF JULY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 9<sup>th</sup> DAY OF JULY, 2025.

MAYOR – K. BURKE

DEPUTY CLERK – A. ST. MICHEL